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Milling Co., 12 Oh. Dec. 695; *Vaughn's Seed Store* v. *Stringfellow*, 56 Fla. 708. In following this rule practically the same result is obtained as is reached by the cases in the first class, since the loss sustained from having the land idle is usually equivalent to the expected profits. A large number of cases refuse to allow a recovery for losses due to the idleness of the land and reach a different conclusion from that of the foregoing cases. *Ferris* v. *Comstock, Ferre & Co.*, 33 Conn. 513; *Butler* v. *Moore*, 68 Ga. 780; *Reiger* v. *Worth Co.*, 127 N. C. 230.

SPECIFIC PERFORMANCE—OF BUILDING CONTRACT.—The defendant construction company agreed to construct a drainage system for an organized district, and agreed to receive monthly payments as the work progressed. The first payments were to be in cash and the remainder in notes. After the work was more than half completed and the defendant had received all the cash under the contract, the defendant refused to proceed. The work was in imminent danger of being destroyed, and the surrounding lands injured by overflow. It appeared that it was practically impossible to get another contractor to complete the work within a reasonable time. *Held*, that upon a finding that the notes were amply secured the lower court properly decreed specific performance of the contract. *Board of Commissioners* v. *Wills & Sons*, (D. C. 1916), 236 Fed. 362.

It is often stated that equity will not enforce a building contract because to do so would require constant supervision by the court. *Armour* v. *Connolly*, (N. J. 1901) 49 Atl. 1117; *LaHogue Drainage Dist.* v. *Watts*, 179 Fed. 690. FRY, SPECIFIC PERFORMANCE (5th Ed.) 47. However, as early as 1694, the court of chancery granted specific performance of a contract to build a house at the petition of the land-owner's heir. *Holt* v. *Holt*, 1 Eq. Abr. 274, p. 11. Specific performance is often granted in cases where the defendant has agreed to build a structure on his own land, more especially when the land is conveyed to the defendant by the plaintiff upon that condition. *Murray* v. *N. W. R. R. Co.*, 64 S. C. 520, 42 S. E. 617; *Parrott* v. *Atl. & N. C. R. R. Co.*, 165 N. C. 295, 81 S. E. 348. These cases show that there is no inherent disability in a court of equity, preventing it from granting specific performance of a building contract. In most cases where the structure is to be on the plaintiff's land the remedy at law is perfectly adequate, for the plaintiff can hire another to perform the contract and recover damages from the defendant in an action at law. In such cases specific performance is rightly refused. Likewise a court is justified in denying equitable relief where the contract is too indefinite, even when the remedy at law is inadequate. *Ward* v. *Newbold*, 115 Md. 689, 81 Atl. 793; see also *Jones* v. *Parker*, 163 Mass. 564. In the principal case, however, the remedy at law is clearly inadequate and the terms of the contract sufficiently definite to grant specific performance.

TENANCY IN COMMON—CONVEYANCE BY COTENANT OF SPECIFIC PROPERTY.—A tenant in common who owned an undivided five-eighteenths of a tract of land comprising ninety-nine acres, deeded twenty-seven acres of same to de-